

# EXHIBIT Q

## GETTY IMAGES CONTRIBUTOR AGREEMENT

This Agreement ("**Agreement**") is between Getty Images (US), Inc., with its principal place of business at 75 Varick Street, New York, NY 10013, United States and the undersigned individual or entity ("**you**") (collectively, the "**Parties**"), and includes the Commercial Terms and Standard Terms and Conditions set forth below. Capitalized and underlined words represent defined terms.

All references to "**Getty Images**" in this Agreement means Getty Images (US), Inc. and, where the context implies, each of the entities controlling, controlled or under common control with Getty Images (US), Inc. (each, an "**Affiliate**"). The rights granted to Getty Images under this Agreement may be sublicensed to one or more Affiliates in Getty Images' discretion.

Effective as of the Commencement Date set forth below, this Agreement applies to all Content that you have previously submitted and, in the future, will submit, that is accepted for distribution by Getty Images ("**Accepted Content**"). For purposes of this Agreement, "**Content**" is defined as the following types of content and all associated metadata: (a) photographs, illustrations, or other still visual representations ("**Still Image(s)**"); (b) moving visual content in any form including, film, video tape, digital files, animation and clips ("**Video**"); and (c) font, audio file and any other work protected by copyright, in all cases, generated by any means and in any format or medium, including any reproductions and any modifications and derivative works thereof. This Agreement supersedes and cancels all previous agreements you have entered into with Getty Images related to the distribution of Accepted Content.

This is a fairly lengthy document and it contains many important provisions that affect your rights and obligations. Once you have accepted this Agreement, it becomes a binding legal agreement between you and Getty Images. You should print a copy of the Agreement for your records.

COMMERCIAL TERMS	
Your name and address:	Les Walker located at United States
Your email address:	Walkerskyranch@gmail.com
"Commencement Date":	April 1, 2016
<b>[REDACTED]</b>	<b>[REDACTED]</b>
<b>[REDACTED]</b> :	<b>[REDACTED]</b>
<b>[REDACTED]</b>	<b>[REDACTED]</b>
<b>[REDACTED]</b>	<b>[REDACTED]</b>
<b>[REDACTED]</b>	<b>[REDACTED]</b>



**STANDARD TERMS & CONDITIONS****SECTION 1. RIGHTS AND ROYALTIES**

**1.1 License Grant to Getty Images:** You grant Getty Images a worldwide, exclusive license and right to distribute, market, sublicense, copy, reproduce, display, exhibit, transmit, broadcast, modify, adapt, crop, recast, edit, modify, enhance, alter, or create derivative works of and publish the whole or part of any Accepted Content. These rights may be exercised via any analog or digital means of communication now known or hereafter devised including without limitation via print, websites, other electronic formats, mobile devices, TV, cinema, exhibitions; and, subject to applicable laws, may be used for any purpose of any nature including without limitation for advertising, publicity, promotions, graphic design, marketing within and on products, direct-to-consumer products and services, corporate communications, press articles, press releases, brochures, reports, décor, programs and films. You also grant Getty Images an exclusive right and license to use its proprietary technology to scan and create a unique digital identifier, or ("**Digital Fingerprint**"), of Accepted Content, to store Accepted Content and their Digital Fingerprints in its database, and to use such Digital Fingerprints in its products and services offered to Clients from time to time. The license granted to Getty Images under this Agreement is an exclusive license that gives Getty Images standing to raise, prosecute, settle, or otherwise pursue claims for copyright infringement arising from the Accepted Content and rights licensed to Getty Images, as further described in Section 1.6. Getty Images will determine the terms and conditions of all licenses of Accepted Content granted by Getty Images, including for uses that predate the issuance of the license, but will not use or license Accepted Content for uses that are defamatory, pornographic or otherwise illegal. Getty Images may determine how to market Accepted Content, including choosing (and subsequently changing) the distribution platform (such as, website or mobile app), license model(s) and products and services through which Accepted Content is licensed, and may stop marketing or licensing it at any time. If Getty Images notifies you that it has permanently stopped marketing and licensing any particular Accepted Content, the Agreement will be deemed to be terminated only with regards to that Accepted Content, subject to any post-termination rights Getty Images has under this Agreement. Getty Images may sublicense or authorize any third party distributors ("**Distributors**"), any customer who licenses Accepted Content from Getty Images or a Distributor ("**Clients**") and their customers or end users to exercise the rights described in this **Section 1**.

**1.2 Royalties.** Royalties shall be paid on License Fees in accordance with the Commercial Terms and Rate Card. In all cases, the following deductions are made from License Fees before royalties are calculated: any (i) applicable VAT, duty, levy or impost of any nature required to be withheld, deducted or paid by Getty Images from any current or future sums due to you by any law, regulation, or treaty (excluding: (a) any taxes on the net profits of Getty Images or any Distributor; and (b) any withholding taxes imposed on remittances to Getty Images from countries outside of the United States); (ii) unauthorized use detection/enforcement fees and expenses; and (iii) shipping charges, insurance charges, fees for materials, and service fees such as, for example, special formatting requests, printing/framing costs and technology delivery/access services, distribution or fulfillment fees, and advertising sales commissions, in all cases arising out of or resulting from any license of the same Accepted Content ("**License Fee Deductions**"). Getty Images may deduct the following amounts from the Royalties payable to you (together the "**Royalty Deductions**"): (a) advances on earnings or royalties under any agreement with Getty Images; (b) cancellations of a license where the original sale has been reported in a current or past sales report ("**Sales Report**") including where the cancellation is due to a fraudulent transaction; (c) overpayment of Royalties in a prior Royalty period; and (d) amounts that may be deducted or withheld in accordance with the **Section 2.2** Indemnification. Getty Images will notify you of any Royalty Deductions in a Sales Report.

**1.3 Reporting and Payment.** On a calendar month basis, Getty Images will provide you a Sales Report for transactions processed during the applicable month (the "**Sales Month**"). The Sales Report will state the Royalties due to you, any Royalty Deductions and may also include the following information for Accepted Content: (a) the invoice number or transaction identifier and date; and (b) where appropriate, the rights granted by a license. Getty Images will make Royalty Payments monthly, within 60 days after the end of each Sales Month. Note that amounts collected from collection rights societies or licensing fees from Distributors or customers who have alternate billing arrangements may result in royalty payments more than 30 days after a license is issued or even after termination. No payment will be made unless a minimum of US\$100.00 (or local currency alternative), after Royalty Deductions, is due to you. You agree to provide your tax and other registration information to Getty Images and to update it whenever there is a change in circumstances that could impact the taxation or delivery of your royalty payments (e.g., change of address, banking information, contact information). Getty Images may place a hold on your royalty payment if your tax information is not provided or your registration expires or in the event that Getty Images becomes aware that the information in your tax registration is incorrect.

**1.4 Aggregated Licensing.** Getty Images may offer license models and price agreements that will make Content available for use by Clients on a high-volume or other aggregated basis. Accordingly, where appropriate, the amount due to you will be determined, in Getty Images' sole discretion, according to either: (a) the ratio of the number of individual items of your Accepted Content to the total number of individual items of Content licensed together; or (b) the relative value of the Accepted Content used compared to all other Content licensed together with it. In addition, the frequency and methodology for reporting and paying Royalties may also vary in order to facilitate such high-volume or aggregated licensing. In all cases, the Royalty rate applied shall be as set out in the Rate Card.

**1.5 Marketing Use of Accepted Content.** Getty Images and Distributors may use Accepted Content to market you, your work, Getty Images, its products and services or Distributors, including but not limited to use in composites that include Content supplied by a third party. No royalties will be paid on these marketing uses.

**1.6 Right to Control Claims.** Pursuant to the exclusive license granted to Getty Images in Section 1.1 and this Agreement generally, Getty Images has the exclusive right to proceed against any third party for any unauthorized use of Accepted Content. Getty Images shall have the right to determine, whether and to what extent to proceed against any third party for any unauthorized use of Accepted Content. You grant Getty Images and Distributors the exclusive right to make, control, settle and defend any claims related to infringement of copyright in the Accepted Content and any associated intellectual property rights ("**Claims**"). You agree to provide reasonable cooperation to Getty Images and Distributors and not to unreasonably withhold or delay your cooperation in these Claims. Getty Images and Distributors will not enter into any settlement that will compromise your ownership of the copyright in Accepted Content or that prohibits your future conduct with respect to Accepted Content without your prior written consent. Getty Images will pay you Royalties on any payment or settlement it or its Distributors receives from Claims. Getty Images and Distributors will pay the fees and expenses associated with pursuing such Claims, but reserve the right to recover those fees and expenses from any payment or settlement it receives from Claims, pursuant to Section 1.2(ii), above. If Getty Images elects not to pursue a Claim, you will have the right to pursue it, upon receipt of prior written confirmation from Getty Images.

**1.7 Use of Accepted Content by you.** On a *non-exclusive* basis, you may use Accepted Content and any Similar for promoting or documenting you and your work, provided that these uses do not compete with or limit the rights granted to Getty Images under the Agreement. You must obtain Getty Images' prior written consent to use Accepted Content on the cover of a self-promotional book to ensure that your use does not conflict with any licenses that Getty Images may have previously issued. Also on a *non-exclusive* basis, you may use Accepted Content that is available for license through a royalty-free license model in connection with the sale by you of prints, t-shirts and other retail merchandise where the Accepted Content is the focus of the product, so long as you are not licensing or giving away rights to the Accepted Content for anything other than such merchandising. On a *co-exclusive* basis you may use Accepted Content and any Similar for: (a) limited edition, signed and/or numbered fine art prints (though Getty Images may still sell and license art prints and other print products); and (b) for Video originally appearing as part of an edited program, use within that edited program, including the sale or license as a complete cut of that edited program for television, film, commercial or documentary use.



**1.8 Copyright Ownership.** Subject to the rights granted in this Agreement, you will retain all right, title and interest, including copyright, if any, in the Accepted Content. Upon termination of this Agreement and subject to **Section 3**, all rights licensed to Getty Images under this Agreement will revert back to you. Getty Images will own all right, title and interest, including all copyrights that arise *apart from* the copyright in your Accepted Content, to all types of derivative works and digital fingerprints created by or for Getty Images that contain multiple items of Accepted Content and/or other Content. Either you or Getty Images on your behalf may register the copyright in any Accepted Content with the relevant copyright authority. Nothing in this section can be construed as limiting the rights licensed to Getty Images or indicating that this Agreement does not grant Getty Images an exclusive license under **Section 1.1**.

**1.9 Credit and Moral Rights.** Using the credit line supplied by you, Getty Images shall use commercially reasonable efforts to credit you as the source of Accepted Content, but shall have no liability for lack of credit. For the purposes of this Agreement, "**Moral Rights**" means all non-transferable and non-licensable rights belonging to the original creator of Accepted Content that are automatically conferred by legislation to varying degrees in different countries, which shall include the following rights and all rights of a similar nature: (a) the right to be identified as the creator; (b) the right to object to misrepresentative modification of Accepted Content; and (c) the right to withdraw Accepted Content from the market (except pursuant to the termination provisions of this Agreement). To the extent allowed by law, you waive all your Moral Rights relating to Accepted Content. To the extent such waivers are not permitted by applicable law, you agree not to enforce such moral rights against Getty Images, Distributors or Clients. Where you are not the owner of any Moral Rights, you confirm that all Moral Rights have been waived to this same extent or that you have obtained the same commitments not to enforce Moral Rights. Further, you acknowledge and accept that it is common business practice for commercial uses that the creator of Content is not credited and that that Content may be modified, used in connection with sensitive topics and may be used or modified in ways that may be controversial or unflattering.

## SECTION 2. REPRESENTATIONS AND WARRANTIES, INDEMNIFICATION & LIMITS ON LIABILITY

**2.1 Representations and Warranties.** (a) Each Party represents and warrants to each other that it has the full power and authority to enter into the Agreement and perform its obligations hereunder and that it will comply with all applicable laws, including without limitation the Foreign Corrupt Practices Act and the U.K. Bribery Act; (b) you represent and warrant to Getty Images that: (i) you are the sole and exclusive owner of the Content submitted to Getty Images or are the authorized representative of the applicable copyright owner(s) of such Content; (ii) Content submitted to Getty Images, to the best of your knowledge after due investigation and prior to modification or re-captioning by Getty Images, will not infringe the copyright of any third party, and will not contain any matter which violates any applicable law or regulation and, if released, will not defame, violate the right of privacy or publicity, or infringe the trademark or other personal or property interests of the parties signing such release; (iii) all caption information provided by you is accurate and all copyright management information you provide with Content is accurate and complies with the Submission Requirements in effect at the time of submission; (iv) you have obtained valid model and property releases where necessary in accordance with the Submission Requirements at the time of submission and you will keep the original releases and provide a copy to Getty Images; and (v) you are not on the US Department of Treasury's List of Specially Designated Nationals.

**2.2 Indemnification.** Each party (an "**Indemnitor**") agrees to defend, indemnify and hold harmless the other party and its affiliates, licensees, officers, directors, employees and agents (each an "**Indemnitee**") from and against any and all actual or alleged third-party claims and accompanying liabilities, losses, damages, costs and expenses, including reasonable external attorneys' fees arising out of or in connection with, any actual or alleged breach of the Agreement by the Indemnitor or any duty, representation, or warranty contained herein by, or any actual or alleged act or material omission of the Indemnitor or its employees or agents. Indemnitor may at its option defend such claim at Indemnitor's expense, and Indemnitee shall cooperate fully in defending or settling such claim, provided that Indemnitor may not settle without Indemnitee's prior written consent, which shall not be unreasonably withheld. You agree that Getty Images may retain any amounts due to you under the Agreement or any other agreement you may have with Getty Images to the extent Getty Images is owed any sum under this **Section 2.2**.

**2.3 Limitation of Liability.** Getty Images shall not be liable for any punitive, indirect, consequential, special or incidental damages arising out of or in connection with the Agreement, even if it has been advised of the possibility of such. In addition, Getty Images shall not be liable to you under any circumstances arising out of the misuse of Content by any third party. Getty Images shall not be liable for any loss or damage to any Content, storage device or other materials submitted to Getty Images, and you are required to provide or maintain your own backup files for any Content submitted. You shall bear sole responsibility for obtaining and maintaining adequate insurance for protection of Content or other materials submitted to Getty Images. If, despite the above limitations, liability is imposed on Getty Images for any of these reasons, in no event shall Getty Images' liability exceed US\$10,000 in the aggregate.

## SECTION 3. TERMINATION & SURVIVAL OF LICENSING RIGHTS

**3.1 Termination.** Either Party may terminate this Agreement as set forth in the Term section of the Commercial Terms. In addition, either Party may terminate the Agreement immediately upon notice if the other Party: (a) breaches any material term or condition of the Agreement and, if capable of remedy, fails to remedy such breach within 60 days after being given notice thereof by the non-breaching Party; or (b) files a bankruptcy petition, or makes a general assignment for the benefit of creditors, or if any involuntary bankruptcy, receivership or similar proceeding is filed against the Party and is not dismissed within sixty (60) days after filing.

**3.2 Effect of Termination.** Upon termination and subject to **Section 5.4** relating to Accepted Content taken at an Editorial Event, Getty Images will use commercially reasonable efforts to inactivate digital Accepted Content in its possession within 90 days ("**Wind-Down Period**"). Notwithstanding the above, Getty Images may retain an archived copy of Accepted Content solely for purposes of responding to claims or inquiries relating to Accepted Content following termination. During all Wind-Down Periods under this Section 3.2(a), Getty Images may continue to process licenses of the Accepted Content so long as Getty Images pays Royalties to you as required under this Agreement and you may not exploit the Accepted Content elsewhere during this time. Getty Images may continue to process Open Orders of the Accepted Content following the Wind-Down Period so long as Getty Images pays Royalties to you as required under this Agreement. A license request is considered an "**Open Order**" when Getty Images has provided Accepted Content to a customer or prospective customer under a "comp" license or for purposes of evaluation prior to termination of the Agreement. If Getty Images fails to inactivate digital Accepted Content in its possession following the Wind-Down Period and/or processes licenses of such content other than in accordance with the terms in this Section 3, your sole and exclusive remedy will be payment of the greater of (a) Royalties as required under this Agreement for any licenses processed, plus interest accrued on such Royalties at a rate of 6% per annum; and (b) \$100.

**3.3 Survival of Unexpired Licenses.** Following termination of the Agreement, all unexpired licenses of Accepted Content will remain in effect and you shall not license any Accepted Content (or Similar) in a way that conflicts with any unexpired exclusive licenses identified in your past Sales Reports. Getty Images and Distributors will have a one-time only (or up to five times only in the case of licenses for educational uses) right to renew unexpired licenses on substantially the same terms, provided that there is no break in the licensing period.

**3.4 Surviving Provisions.** The termination of this Agreement will not affect the accrued rights and obligations of the Parties existing at the date of termination. **Sections 1.8, 1.9, 2 to 5** and the Commercial Terms as may be appropriate, will survive termination of the Agreement, as will any matter



arising under the Agreement either expressly or that by its nature is required to be performed or apply after the Term of the Agreement, including the residual right of Getty Images to continue exploiting certain Accepted Content taken at an Editorial Event under **Section 5.4**.

#### SECTION 4. MISCELLANEOUS

**4.1 Entire Agreement; Amendments; Severability; Waiver.** The Agreement supersedes and cancels any previous agreements related to the distribution of Accepted Content. This Agreement constitutes the entire agreement among the Parties relating to its subject matter and may not be amended, except (a) in writing by an authorized representative of each Party; (b) by Getty Images providing written notice of amendment, including by posting the amendment on one or more Contributor Websites; or (c) where a court or other competent legal authority finds a provision to be invalid, illegal or unenforceable (in which event such determination shall not affect any other provision in the Agreement all of which shall remain in full force and the Parties shall in good faith consult to agree to the extent of any amendment that might be possible to make the provision valid, enforceable or legal whilst reflecting as far as possible the original intention of the Parties). Continued provision of Content or failure to terminate this Agreement within thirty (30) days of posting an amendment pursuant to Subsection 4.1(b) above will be deemed to be acceptance of the amendment by you and such amendment will be incorporated by reference into this Agreement. If a Party waives any provision of this Agreement, the waiver in such an instance shall not be deemed to be a continuing waiver, and no waiver by either Party shall prevent such Party from enforcing any and all other provisions of this Agreement.

**4.2 Assignment.** You may not assign your rights or obligations under this Agreement without the prior approval of Getty Images, which will not be unreasonably withheld. Getty Images may assign its rights, obligations and duties under this Agreement, in whole or in part, to any entity controlling, controlled by, or under common control with Getty Images as part of a merger, reorganization or sale of assets by Getty Images.

**4.3 Nature of Relationship.** You agree that you are an independent contractor. The Parties expressly acknowledge and agree that their relationship is not one of partnership, employment, joint venture, or any other legal identity, and that Getty Images has no obligation to find or offer employment to you.

**4.4 Governing Law and Arbitration.** This Agreement will be governed in all respects by the laws of the State of New York, U.S.A., without reference to its laws relating to conflicts of law. Any disputes arising from or related to this Agreement or its enforceability, or the business relationship between the parties, shall be finally settled by binding, confidential arbitration by a single arbitrator selected using the rules and procedures for arbitrator selection under JAMS' Expedited Procedures in its Comprehensive Arbitration Rules and Procedures ("**JAMS**") or of the International Center for Dispute Resolution ("**ICDR**") in effect on the date of the commencement of the arbitration (the applicable rules to be at your discretion) to be held in one of the following jurisdictions (whichever is closest to you): Seattle, Washington; New York, New York; Los Angeles, California; London, England; Paris, France; Frankfurt, Germany; Tokyo, Japan; or Singapore. The arbitration proceedings shall be conducted in English and all documentation shall be presented and filed in English. The decision of the arbitrator shall be final and binding on the parties, and judgment may be entered on the arbitration award and enforced by any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. The prevailing party shall be entitled to recover its reasonable legal costs relating to that aspect of its claim or defense on which it prevails, and any opposing costs awards shall be offset. Notwithstanding the foregoing, Getty Images shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of Getty Images, such action is necessary or desirable. The parties agree that, notwithstanding any otherwise applicable statute(s) of limitation, any proceeding within the scope of this paragraph shall be commenced within two years of the acts, events, or occurrences giving rise to the claim.

**4.5 Further Assurances.** Each Party will, and will use its reasonable efforts to cause any third party to, execute and perform such further acts, deeds and documents as may from time to time be required to give full legal and practical effect to the Agreement.

**4.6 Notices.** Parties shall provide all notices in writing via mail and/or email. Notices to you will be sent to your current mail or email address and notices to Getty Images should be sent to: Legal Counsel, Getty Images (US), Inc., 605 – 5<sup>th</sup> Ave South, 4<sup>th</sup> Floor, Seattle, WA 98104 U.S.A.; Fax: 1-206-925-5623; email: [contributornotice@gettyimages.com](mailto:contributornotice@gettyimages.com).

**4.7 Audit Rights.** You may employ a certified accountant or licensed financial advisor to audit payments made to you during the previous 24 months, at your expense unless the audit reveals that Getty Images has underpaid you by more than 7.5%, in which case Getty Images will reimburse you for the actual and reasonable auditor's fees. Getty Images will honor one audit request per calendar year, upon 90 days' prior notice; provided, however, that no audit may commence until you and Getty Images have mutually agreed upon an audit plan that will govern the audit. If an underpayment is discovered in an audit, Getty Images will pay you interest based on the average one month LIBOR rate for the period under audit on the amount due from the date payment was due, correct the books and records, and will pay any amounts due (subject to any applicable Royalty Deductions) within 30 days after the amount due is finally determined and mutually agreed by you and Getty Images. In the event that an audit reveals any overpayment to you, you agree that Getty Images may deduct the overpayment from your earnings.

**4.8 Confidentiality.** "**Confidential Information**" means any information that is designated as confidential or, information that by its nature or circumstances of disclosure would reasonably lead a recipient to believe that it is confidential. Confidential Information of Getty Images includes art direction and information posted on the Contributor Websites as well as any username/password issued to you to access the Contributor Websites and any other restricted online areas. Confidential Information of you includes your earnings. A Party that receives Confidential Information (the "**Receiving Party**") from the other Party (the "**Disclosing Party**"), agrees not to disclose such Confidential Information to any third party or use any of the Confidential Information except as necessary to perform its obligations under the Agreement. The Receiving Party agrees to return all Confidential Information to the Disclosing Party upon request. If a Receiving Party is required by a competent legal authority to disclose Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice prior to disclosure so that the Disclosing Party may seek judicial protection. The Receiving Party may also share Confidential Information with its professional advisers under an obligation of confidentiality for the purpose of obtaining professional advice.

**4.9 User Account Information.** Getty Images will provide you with a user account for accessing the Contributor Websites maintained by Getty Images. You are responsible for tracking all activity for your account and you shall, furthermore: (a) maintain the security of all passwords and identifications issued to you; and (b) notify Getty Images immediately of any unauthorized use of your account or other breach of security. You agree to keep Getty Images informed of your current email address via the account management tool made available to you by Getty Images. Any Content submitted from your email address and/or using a user account issued to you shall be taken by Getty Images as evidence that such Content has been submitted by you.

**4.10 Personal Data Transfer.** You understand and agree that information relating to you or any other person such as a model that you may provide to Getty Images may be retained for a reasonable period, and may be transferred to, stored, accessed and used in jurisdictions worldwide whose privacy laws may be different and less protective than those of your home country. Getty Images, as data controller and processor, may use this information in connection with the performance of this Agreement, including for contacting you, and may disclose this information as necessary to service providers, to provide the services they contract for. These third parties will have no right to use your information for secondary purposes. Any personal information you do provide may also be disclosed as part of any merger, sale of the company assets or acquisition, as well as in the unlikely event of an insolvency, bankruptcy or receivership in which event personal information would be transferred as one of the business assets of the company. Getty Images reserves the right to disclose any information you provide in order to respond to claims or protect the rights, property or safety of itself, its related companies, Distributors and their employees, customers or the public.



**4.11 Submission of Content as an Authorized Representative.** If and to the extent you are submitting Content to Getty Images as an authorized representative of the applicable copyright owner(s), you acknowledge and agree that (a) you will ensure that such copyright owner(s) comply with the terms of this Agreement where necessary; and (b) to the extent Royalties are paid to you in such capacity, you will be solely responsible for compensating the copyright owner(s) where applicable.

#### SECTION 5. ADDITIONAL PROVISIONS APPLICABLE TO EDITORIAL CONTENT

**5.1 Exclusivity.** If you create Content at a news, sport or entertainment event (an "**Editorial Event**") on assignment for Getty Images and/or under credentials obtained via Getty Images, directly or indirectly, the resulting Content must be submitted exclusively to Getty Images on a perpetual basis.

**5.2 License Fee Deductions & Royalty Deductions.** Pursuant to **Section 1.2** and the Rate Card, the following shall also be deducted from either the License Fees as License Fee Deductions or from the Royalties: any fees paid to a credential issuing body in respect of the license of Accepted Content created at an Editorial Event controlled by the credential issuing body, provided such fees arise out of or result from a license of the same Accepted Content and provided, further, that such fees may not be deducted twice.

**5.3 Similar.** For Content from an Editorial Event, a Similar means an item of Content that is part of a package depicting one topic, issue or event and that is often but not necessarily taken at approximately the same location as other Content.

**5.4 Effect of Termination:** The effect of termination provisions in **Section 3.2** shall not apply to Accepted Content from an Editorial Event that is submitted on a perpetual basis as provided under **Section 5.1** above, so long as Getty Images pays Royalties to you as required under this Agreement. In addition, for all Accepted Content from an Editorial Event that is not submitted on a perpetual basis, and uploaded to Getty Images' website less than two-years prior to termination, the effect of termination provisions in **Section 3.2** shall not apply until 2 years following the initial upload of such Accepted Content to Getty Images' website.

I have reviewed and agree to the terms of this Getty Images Contributor Agreement v. 5.1:

Les Walker

April 4, 2016

Authorized Representative signature (Digital Signature)

Date (day/month/year)

Les Walker

Print name of Authorized Representative

Print title or capacity signing in if applicable